

**RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT**  
(READ CAREFULLY BEFORE SIGNING)

1. I, the undersigned (the "Participant"), being eighteen (18) years of age or older acknowledge that I, on behalf of myself, and/or on behalf of my minor child(ren), have voluntarily agreed to participate in the escape room (the "Activities") to be conducted by Break Through Reno, a Nevada LLC (hereinafter referred to as "BTR".)

2. Participant understands, acknowledges and is aware that this participation has inherent risks, hazards and dangers that cannot be eliminated. The possible risks, hazards and dangers include, but are not limited to:

- (a) the risk of handling items in their possession;
- (b) the participant's hearing being temporarily or permanently impaired due to the high levels of noise;
- (c) the participant being involved in slips, falls, collisions or contacts with other participants;
- (d) the participant being injured as a result of hyperventilation, heart attack or panic, due to the physically strenuous nature of the Activities.

I understand these risks, hazards and dangers may be caused by the action, inaction or negligence of Participant or the action, inaction or negligence of others, including, without limitation, the Releasees named below.

3. Persons should not participate in these Activities if:

- (a) the participant is or will be under the influence of alcohol, drugs, or medication during the Activities;
- (b) the participant does not fully understand and comprehend any rules, instructions, or directions given during or before the Activities; or
- (c) the participant has any physical or mental injury, impairment or condition that would prevent him or her from participating fully in these Activities.

4. Participant agrees, to the full extent of the law, to fully and forever waive, defend, protect, indemnify and hold harmless, release and discharge BTR, its employees, agents, heirs and assigns, and each of them, and its insurers, affiliates and all of respective owners, officers, trustees, employees, contractors, agents, successors and assigns, and volunteers (collectively the "Releasees"), from any and all claims, damages, expenses (including actual attorney fees, whether or not in connection with litigation), demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated, to the Participant, Participant's personal representatives, assigns, executors, heirs and next of kin, arising out of, in connection with or in any way relating to or resulting from Participant's participation in the Activities. Participant acknowledges that he/she has carefully read this Waiver and Release and fully understands that it is a waiver and release of any and all liability.

5. Participant agrees, to the full extent of the law, that if, despite this Release, Participant, my child or ward, or anyone on either's behalf, makes a claim against any of the Releasees, PARTICIPANT AGREES TO INDEMNIFY, DEFEND, PROTECT, SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LITIGATION EXPENSES, ACTUAL ATTORNEY FEES (WHETHER OR NOT IN CONNECTION WITH LITIGATION), LOSS, LIABILITY, DAMAGE, OR COST ALLEGED AGAINST THEM OR THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE RELEASEES NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

6. Participant agrees that this Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as permitted by the law of the State of Nevada and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. Participant gives BTR permission to use any pictures taken during participant's visit for marketing purposes. By providing your email address you agree to receive future emails from Break Through Reno that can include but is not limited to marketing advertisements. You always have the opportunity to opt-out in the future.

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8. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I, on behalf of myself, and/or on behalf of my minor child(ren), HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE THE COMPLETE AND UNCONDITIONAL RELEASE OF THE RELEASEES OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

TODAY'S DATE: \_\_\_\_\_

PRINT NAME OF PARTICIPANT:	SIGNATURE OF PARTICIPANT IF OVER 18 OR PARENT/LEGAL GUARDIAN:	E-MAIL ADDRESS OPTIONAL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

HOW DID YOU HEAR ABOUT US?: \_\_\_\_\_

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**For internal use only.**

WAS THE TEAM ABLE TO ESCAPE? Y / N

IF SO, HOW LONG DID IT TAKE? \_\_\_\_\_